

Memorandum



Date: December 6, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(N)(9)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Resolution Authorizing the Execution of a Five-Year Agreement Between Miami-Dade County and the Florida Department of Transportation for the Management, Maintenance, Operation, and Leasing of the Multi-Modal Facility at the Golden Glades Interchange

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the execution of a five-year agreement (Agreement) between Miami-Dade County (County) and the Florida Department of Transportation (FDOT) for the management, maintenance, operation, and leasing of the Multi-Modal Facility (Facility) located at the Golden Glades Interchange.

SCOPE

The Golden Glades Interchange is located in Commission District 1, which is represented by Commissioner Barbara Jordan; however, this agreement benefits the entire County, as it has an impact on transportation throughout the tri-county area.

FISCAL IMPACT

The annual operating and maintenance (O&M) costs for the existing facility (\$160,000.00) are already included in the County Operating Budget. Starting in early 2020, the annual O&M costs will increase to \$860,000. This increase is proportional to the expansion and improvements proposed for the Facility. DTPW anticipates entering into agreements with other transportation agencies and private entities to generate sufficient revenue to offset the additional O&M costs.

TRACK RECORD/MONITOR

The Miami-Dade County Department of Transportation and Public Works (DTPW) will monitor the Agreement. The project manager is Robert McClellan, Chief of Infrastructure Engineering and Maintenance.

DELEGATED AUTHORITY

Pursuant to Section 2-8.3 of the County Code, there are no delegations of authority beyond those specified in the Resolution.

BACKGROUND

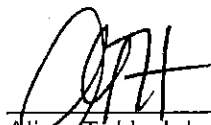
The Facility is owned by FDOT and for the past 30 years, agreements between the County and FDOT have allowed the County to use the Facility as a surface park-and-ride for transit riders, and as a major Metrobus connection in the northern part of the County. FDOT is now proposing to reconstruct and modernize the Facility to improve public transportation in the region.

The modernization and construction of the Facility consist of building a multi-story 920-space parking garage; 768 surface parking spaces; 20 bus bays; approximately 10,500 square feet of retail space available for leasing; a 4,500 square foot transit hub equipped with Wi-Fi, ticket vending machines, kiosks, and other customer service amenities; a break lounge for transit operators; bike lockers; improved pedestrian walkways and waiting areas; a kiss-and-ride area; improved lighting; and lush landscaping. The project completion date is scheduled for December 2019.

DTPW will be managing the Facility with oversight authority to enter into sub-leasing agreements with other transportation agencies or providers in the region, including Broward County Transit, Greyhound, and Tri-Rail. Also, DTPW is authorized to enter into sub-agreements with private, non-transportation entities for among other things, advertisements, permits, and rent of retail space. Together, the sub-agreements and other activities may generate collateral revenue, which will go toward offsetting the County's operating costs.

The County's operating costs and obligations will include cleaning the Facility, trash removal, landscape maintenance, ensuring safety and security, performing minor routine repairs, and other tasks associated with the daily maintenance of the Facility.

FDOT's operating costs and obligations include the maintenance of all directional signage to the Facility; payment for all certifications and replacements or renewals of all elevators and escalators; roofing; air conditioning, chillers, exhaust fans, venting, and related systems; all emergency generators; and all asphalt repaving and resurfacing.



Alina T. Hudak
Deputy Mayor

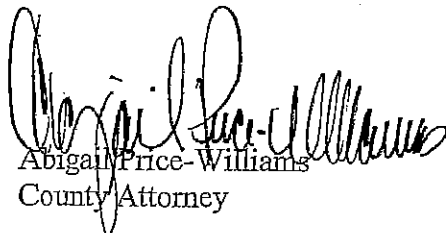


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 6, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(9)
12-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MANAGEMENT, MAINTENANCE, OPERATION, AND LEASING OF THE MULTI-MODAL FACILITY AT THE GOLDEN GLADES INTERCHANGE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY IN SUBSTANTIALLY THE FORM ATTACHED HERETO AND EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the agreement attached hereto and incorporated herein between Miami-Dade County and the Florida Department of Transportation for the management, maintenance, operation, and leasing of the multi-modal facility at the Golden Glades Interchange, designating and setting forth the responsibilities of each party.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee to execute such agreement on behalf of Miami-Dade County in substantially the form attached and exercise all rights contained therein.

The foregoing resolution was offered by Commissioner _____,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Joe A. Martinez

Rebeca Sosa

Xavier L. Suarez

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Sen. Javier D. Souto

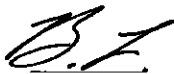
The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY
FOR THE MANAGEMENT, OPERATION, MAINTENANCE AND LEASING OF THE
MULTI-MODAL FACILITY
AT THE GOLDEN GLADES INTERCHANGE

THIS MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20____, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the "DEPARTMENT", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, the DEPARTMENT owns a Park and Ride Facility at the Golden Glades Interchange which provides the public a valuable opportunity for using alternate means of transportation; and

WHEREAS, the Miami-Dade Metropolitan Planning Organization ("MPO") identified the need to improve the existing Park and Ride Facility by having the DEPARTMENT undertake the design and construction of a multi-modal facility at the Golden Glades Interchange; and

WHEREAS, the DEPARTMENT conducted a study for purposes of undertaking a project to design and construct a Multi-Modal Facility (the "Facility") at the location of the existing Golden Glades Interchange Park and Ride Facility in Miami-Dade County, Florida, (the "Project") which will include incidental uses; and

WHEREAS, included in the Department's Approved 5-year Work Program is Design/Build Project Number FM No. _____; and

WHEREAS, the DEPARTMENT and the COUNTY agree that the Facility at the Golden Glades Interchange will continue to provide the public the use of alternate means of transportation, and any uses incidental thereto; and

WHEREAS, the COUNTY, through Miami-Dade Department of Transportation and Public Works ("DTPW"), intends to continue transit operations from the proposed Facility; and

WHEREAS, the COUNTY has agreed to undertake the management, day-to-day operation and maintenance responsibilities for the Facility upon completion of the same; and

WHEREAS, the DEPARTMENT and COUNTY have determined there is a need for clearly defining the management, operation and maintenance responsibilities of the Facility; and

WHEREAS, the DEPARTMENT and COUNTY mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party; and

WHEREAS, such an agreement will provide a working partnership between state and local government and will permit efficient utilization and maintenance of the facilities; and

WHEREAS, the DEPARTMENT has been granted the authority to implement an integrated and balanced transportation system and is authorized under s. 341.041, Florida Statute, to enter into this MOA; and

WHEREAS, the COUNTY, by Resolution No. _____, dated _____, 20____, attached as Exhibit "A", incorporated to this agreement by reference, desires to enter into this MOA and agrees to comply with all provisions hereunder, and authorizes and directs its officials to do so.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, it is mutually understood and agreed as follows:

Design and Construction of the Facility

1. The initial proposed rendition of the proposed Facility is attached hereto as Exhibit "B", attached hereto and made part hereof. It is understood and agreed that Exhibit "B" is only a conceptual rendition, and that the final design of the Facility is subject to modification. For purposes of this Agreement "Facility" shall include but not be limited to the following: the entire Project (depicted on Exhibit "B") that is the subject of this Agreement, and all structures and improvements located upon the real property described in Exhibit "C", including, but not limited to, parking areas and parking structure, sidewalks and walkways, platforms, bus bays and all improvements related to transit operations, internal roads, drainage and structures, lighting systems, fencing, electrical and mechanical components, and internal directional and traffic control signage.

2. The DEPARTMENT intends to undertake the design and construction of the Facility, at its sole cost and expense, through its design-build process.

3. The COUNTY shall participate in the design concept of the Facility by providing comments to the design plans submitted by the DEPARTMENT, it being understood and agreed, however, that the DEPARTMENT shall have all final decisions related to the design plans for the Facility. Additionally, the Parties agree that DEPARTMENT shall include the COUNTY on the technical review committee (TRC) and the Alternative Technical Concept (ATC) review team of the design-build procurement process.

Obligations of the Department

4. The DEPARTMENT agrees to:

i. Maintain directional signage to the Facility on the State roads adjoining the Facility; and

ii. Provide funding for the implementation of long-term renewals and replacements to the Facility in accordance with industry standards for similar facilities, subject to the following terms and conditions:

a.) The COUNTY shall develop and annually update a proposed schedule for the implementation of such improvements based on industry standards for similar facilities, taking into consideration the actual condition of the Facility. The schedule shall be provided to the DEPARTMENT annually, within thirty (30) days of the conclusion of each fiscal year of the COUNTY;

b.) The COUNTY shall provide at least 24 months advance written notice of upcoming major replacement and/or renewals in order to allow the DEPARTMENT to budget for such expenditure in its work program;

b.) Renewal and/or replacement items shall include any of the following items or improvements on the Facility: elevators, escalators, asphalt re-paving, roofing replacement, air handling units and exhaust fans, chillers, and emergency generator;

d.) The cost of renewal and/or replacement of such major structural, mechanical and electrical components by the DEPARTMENT shall be based on the service life or life expectancy of such items or components, in accordance with industry standards for similar facilities.

Obligations of the County

5. Upon issuance of a Temporary Certificate of Occupancy ("TCO") of the Project to the DEPARTMENT, and during any leasehold term between the parties, the COUNTY shall undertake the management, operation, and maintenance of the Facility, including the implementation of safety and security measures at the Facility, and the provision of all routine / day-to-day maintenance, upkeep, janitorial and cleaning services, repair and utility services necessary for the operation of the Facility. The operation and maintenance services shall include, but not be limited to, the items listed in Exhibit "D", attached hereto, but shall exclude costs or fees related to the administration and management of the Facility.

The COUNTY shall keep and maintain the Facility and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at the COUNTY's own expense, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, unsightly or objectionable.

The DEPARTMENT shall have no duty to inspect or to perform day-to-day maintenance while the property is under the COUNTY's management. However, the DEPARTMENT shall have the right, upon twenty-four (24) hours' notice to the COUNTY, to enter the Facility for purposes of inspection, including conducting an environmental assessment. Such assessment may include, but not be limited to: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. The DEPARTMENT's right of entry shall not obligate inspection of the property by the DEPARTMENT, nor shall it relieve the COUNTY of its duty to maintain the leased Facility. In the event of emergency due to a release or suspected release of hazardous waste on the Facility, the DEPARTMENT shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the COUNTY.

Standards and schedules of maintenance ("Maintenance Standards") for the Facility and areas covered by this agreement are to be established by the COUNTY. Maintenance Standards shall be in accordance with generally accepted practices for similar facilities. The COUNTY shall periodically conduct a condition assessment of the facility against the Maintenance Standards, determine and carry out the maintenance actions required to meet the adopted Maintenance Standards, and accurately record maintenance performed and work accomplished via a maintenance log.

In the event COUNTY does not maintain the facility up to the minimum Maintenance Standards established, the DEPARTMENT reserves the right to complete such maintenance and invoice the COUNTY for such work completed by the DEPARTMENT, and COUNTY does hereby agree to reimburse the DEPARTMENT, within sixty (60) days of the DEPARTMENT submitting an invoice to the COUNTY, for all such reasonable costs and expenses incurred by the DEPARTMENT in completing COUNTY's responsibilities hereunder.

The COUNTY's maintenance logs shall be available for review by the DEPARTMENT, at the DEPARTMENT'S request.

Termination Provisions

6. In the event that, after DEPARTMENT does not timely implement long-term renewals and replacements essential for the operation of the facility in accordance with industry standards

for similar facilities, in accordance with the schedule agreed to by the Parties, the COUNTY may give notice to the DEPARTMENT of its intent to terminate this Agreement unless essential renewals and replacements are initiated within six months from the date of receipt of the notice as described in Paragraph 14 herein, and implemented with due diligence thereafter. Upon expiration of the six month period, the COUNTY may terminate this Agreement if the DEPARTMENT has failed to initiate essential renewals and replacements, or if thereafter the implementation of the same are not pursued with due diligence.

Notwithstanding any other provisions in this Agreement, if either party otherwise fails to fulfill, in a timely and proper manner, its obligations under this Agreement, the other party shall provide to the defaulting party a thirty (30) day written notice to cure. In the event that the defaulting party fails to cure within the thirty (30) day notice period, or, if the default is of a nature that cannot be cured within thirty (30) days, the defaulting party fails to provide a schedule of cure within the thirty (30) day notice period, then the party initiating the notice of default shall have the right to terminate this Agreement, and the leasehold interest, and neither party shall have any further obligations under this Agreement.

Fiscal Provisions

7. It is understood and agreed there is a potential for revenue-generating activities at the Facility that may be used to offset the operation and maintenance costs of the Facility. Revenue hereunder shall include all revenue derived by the COUNTY as the result of its control and occupancy of the Facility through the rights granted to the COUNTY under this Agreement. Revenue sources shall include, but not be limited to, rents, license and permit fees, contributions towards operations and maintenance paid by other users of the facility, fees for advertising rights, and parking fees (regardless of whether such fees are collected as part of a fare). In the event that there is excess net revenue (which for purposes of this Agreement is defined as the net revenue remaining after all incurred maintenance and operation expenses required annually to operate the Facility have been deducted from all revenue collected at the Facility), the Parties shall use the same towards the long-term renewal and replacement of the Facility improvements, or to offset future year operating and maintenance deficits, whichever occurs first. The excess net revenue, if any, shall be placed in a reserve interest bearing account by the COUNTY, for the benefit of the Parties, to be applied as provided herein, with concurrence of the Parties.

At the conclusion of each fiscal year of the COUNTY, the COUNTY shall submit an audited accounting report of all expenses paid and revenue collected, in accordance with Generally Accepted Accounting principles. The COUNTY shall make the report available to the DEPARTMENT within thirty (30) days of the end of each fiscal year of the COUNTY, for review and audit purposes.

The COUNTY shall permit the Department's authorized representatives to audit the books, records, and accounts pertaining to the operation and maintenance of the Facility.

If any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement by the Department on behalf of the County pursuant to Paragraph 5 hereunder, the Department may offset such amount from payments due under any public transportation joint participation agreement which it has with the County if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

Leasehold Provisions

8. The Parties agree that upon the issuance of a Temporary Certificate of Occupancy, the COUNTY, through DTPW, shall take possession, and shall assume management, operation and maintenance of the Facility in accordance with the terms set forth in this Agreement. .

Under this Agreement, the DEPARTMENT grants to the COUNTY a leasehold interest in the property described in Exhibit "C", commencing on the day that the Temporary Certificate of Occupancy is issued for the Facility. The initial Lease term shall be for five (5) years, and the Lease shall renew automatically for successive five (5) year terms for so long as this Agreement is in effect.

The COUNTY shall maintain at all times during the term of the Lease, public liability insurance protecting the DEPARTMENT and the COUNTY against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of the COUNTY, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than \$2,000,000.00 for bodily injury or death to any one person or any number of persons in any one occurrence and not less than \$10,000,000.00 for property damage, or a combined coverage of not less than \$12,000,000.00.

All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the DEPARTMENT is given at least sixty (60) days prior written notice of such cancellation or modification. The COUNTY shall provide the DEPARTMENT certificates showing such insurance to be in place and showing the DEPARTMENT as additional insured under the policies.

The DEPARTMENT may require the amount of any public liability insurance to be maintained by the COUNTY be increased so that the amount thereof adequately protects the DEPARTMENT's interest. The COUNTY further agrees that it shall, during the full term of the lease and at its own expense, keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. The COUNTY also agrees that it shall,

during the full lease term and at its own expense, keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against the DEPARTMENT arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the DEPARTMENT. The COUNTY represents that it is self-insured and subject to the requirements and limitations under Section 768.28, Florida Statutes. Accordingly, notwithstanding the above, the COUNTY shall not be required to procure insurance policies described in this section so long as the COUNTY remains self-insured or under a risk management program that provides coverage equal to or greater than the minimum coverage described above.

No structures or improvements of any kind shall be placed upon the property without the prior written approval of the DEPARTMENT's District Six Secretary. Any such structures or improvements shall be constructed in a good and industry- standard manner at the COUNTY's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by the COUNTY shall be removed by the COUNTY, at the COUNTY's sole cost and expense, by midnight on the day of termination of the lease term and the leased property restored as nearly as practical to its condition at the time the lease term commenced.

9. The Parties acknowledge that the Facility is intended to be a shared-use facility. It is understood that other users of the Facility have entered or may enter into separate agreements regarding maintenance responsibilities, or that the same may be addressed by separate agreement between the Parties and/or between the COUNTY and the other users. These additional occupants may include, but not be limited to, South Florida Regional Transportation Authority (SFRTA), Greyhound Lines Inc., and Broward County Transit (BCT).

The COUNTY is authorized to enter into service agreements pertaining to the Facility and sublease agreements with operators and users of the Facility. The DEPARTMENT specifically reserves the right to review and approve any and all third party contracts and agreements, including but not limited to, subleases, licenses, permits, and operations and maintenance agreements, with respect to the Facility. All such contracts shall be competitively procured in compliance with all applicable laws, unless the same are exempt from competitive procurement by law. The duration of any such agreements shall not exceed the term of the COUNTY's leasehold interest, and shall be consistent with the terms of this Agreement.

Miscellaneous Provisions

10. The COUNTY and the DEPARTMENT each bind themselves and their successors to the obligations respectively assumed by each hereunder. Neither party shall assign or transfer its obligations and responsibilities under this agreement without prior written consent of the other.

11. The COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT, in accordance with the limits specified in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the COUNTY, its agents or employees or due to any act, or occurrence, or omission of commission of the COUNTY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

When the DEPARTMENT receives a notice of claim for damages that may have been caused by the COUNTY, the DEPARTMENT will immediately forward the claim to the COUNTY. The COUNTY and the DEPARTMENT will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the DEPARTMENT will determine whether to require the participation of the COUNTY in the defense of the claim or to require that COUNTY defend the DEPARTMENT in such claim as described in this section. The DEPARTMENT's failure to promptly notify COUNTY of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by COUNTY. The DEPARTMENT and COUNTY will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

12. This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.

13. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

14. This agreement, regardless of where executed shall be governed and construed according to the laws of the State of Florida.

15. All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT:

Florida Department of Transportation
District Six
ATT: District 6 Secretary
1000 NW 111th Avenue
Miami, Florida 33172

With copy to: Florida Department of Transportation
District Six
ATT: District 6 Right of Way Manager
1000 NW 111th Avenue
Miami, Florida 33172

To the COUNTY: Miami-Dade County
Department of Transportation and Public Works
ATT: Director
701 NW 1st Court - Suite 1700
Miami, Florida 33136

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____

Title: _____

FLORIDA DEPARTMENT

OF TRANSPORTATION

BY: _____

District Six, Secretary

Legal Review

Bruce Fibhaber

Legal Review

Exhibit "B"

GOLDEN GLADES MULTI-MODAL FACILITY (GGMF) CONCEPT

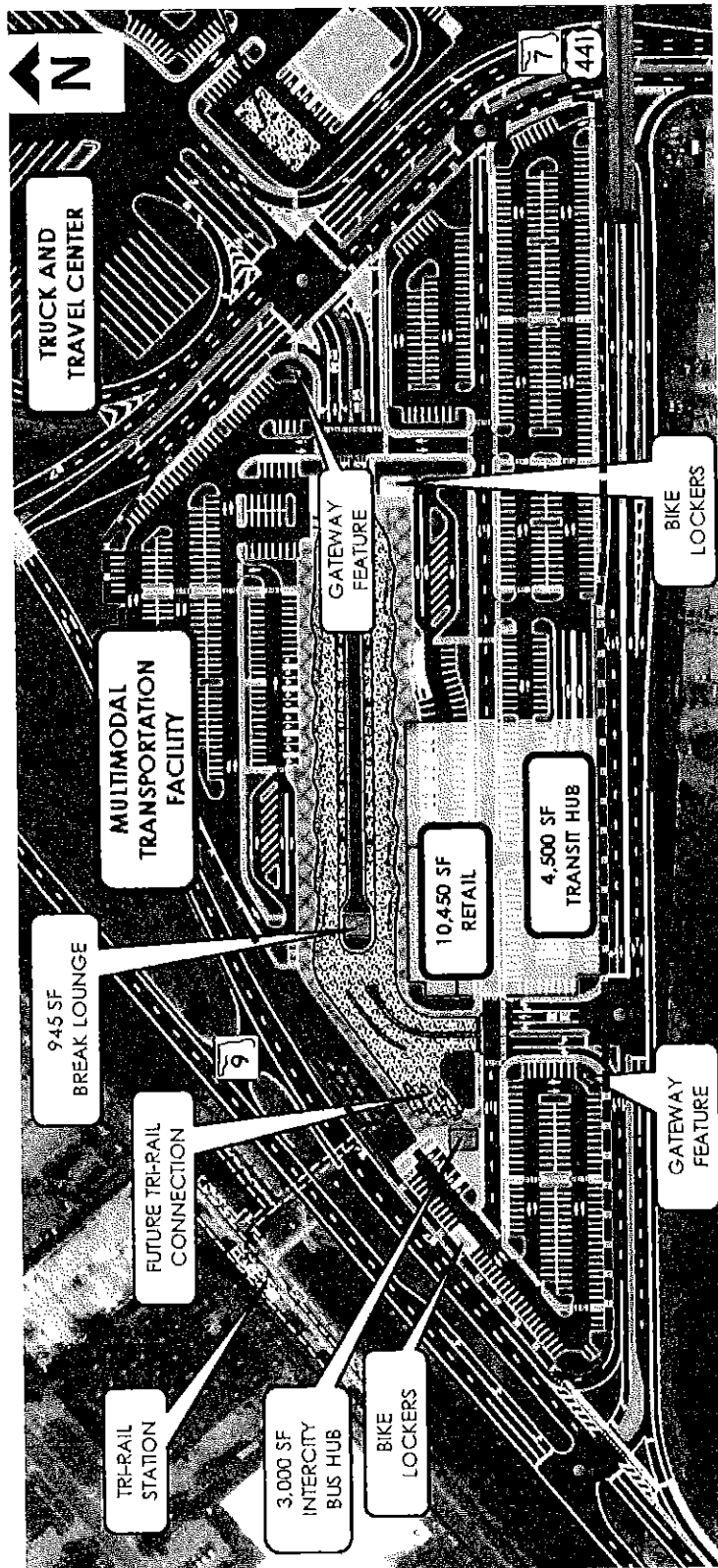


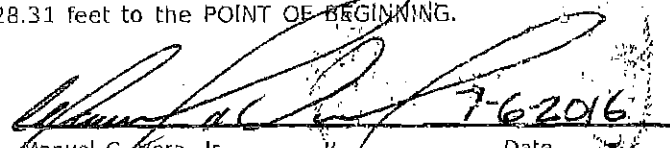
EXHIBIT "C"

LEGAL DESCRIPTION - PARCEL 6044

A portion of the NE 1/4 of Section 14, Township 52 South, Range 41 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the SE corner of the NE 1/4 of Section 14, Township 52 South, Range 41 East, said corner also being baseline station 26+41.48 of State Road 7 (F.P. NO. 428358-1) also baseline station 276+38.80 per Florida Department of Transportation, State Road 7 Right of Way Map, Section 87140-2203; thence S86°50'22"W along the South line of said NE 1/4 of Section 14 for a distance of 44.58 feet; thence N03°09'38"W for a distance of 55.37 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S86°47'41"W for a distance of 635.63 feet; thence S83°41'36"W for a distance of 36.97 feet; thence S86°47'41"W for a distance of 144.09 feet; thence N03°12'19"W for a distance of 1.00 foot; thence S86°47'41"W for a distance of 339.00 feet; thence S03°12'19"E for a distance of 8.69 feet; thence S86°40'35"W for a distance of 152.00 feet; thence N03°12'19"W for a distance of 8.00 feet; thence S86°47'41"W for a distance of 329.28 feet to the point of curvature of a circular curve concave to the northeast; thence southwesterly, westerly, northwesterly, northerly, and northeasterly along the arc of said curve to the right, having a radius of 42.00 feet and a central angle of 139°59'00" for an arc distance of 102.61 feet to the point of tangency; thence N46°46'41"E for a distance of 248.17 feet to the point of curvature of a circular curve concave to the southeast; thence northeasterly along the arc of said curve to the right, having a radius of 2,880.45 feet and a central angle of 01°30'31" for an arc distance of 75.84 feet to the point of tangency; thence N48°17'12"E for a distance of 5.07 feet; thence S42°51'26"E for a distance of 3.03 feet; thence N46°59'23"E for a distance of 35.82 feet; thence N52°22'33"E for a distance of 156.90 feet; thence S38°38'21"E for a distance of 10.01 feet; thence N48°18'36"E for a distance of 47.22 feet; thence N61°35'19"E for a distance of 257.09 feet; thence N63°35'21"E for a distance of 264.01 feet to the point of curvature of a circular curve concave to the southeast; thence northeasterly along the arc of said curve to the right, having a radius of 80.00 feet and a central angle of 23°12'20" for an arc distance of 32.40 feet to the point of tangency; thence N86°47'41"E for a distance of 46.44 feet; thence N03°12'19"W for a distance of 20.00 feet; thence N86°47'41"E for a distance of 62.58 feet to the point of curvature of a circular curve concave to the southwest; thence northeasterly, easterly and southeasterly, along the arc of said curve to the right, having a radius of 75.00 feet and a central angle of 45°48'45" for an arc distance of 59.97 feet to the point of tangency; thence S47°23'34"E for a distance of 162.46 feet; thence S08°51'58"W for a distance of 6.01 feet; thence S77°23'34"E for a distance of 4.50 feet; thence S48°30'09"E for a distance of 38.78 feet; thence S47°23'34"E for a distance of 73.42 feet to the point of curvature of a circular curve concave to the southwest; thence southeasterly and southerly, along the arc of said curve to the right, having a radius of 32.00 feet and a central angle of 67°37'11" for an arc distance of 37.77 feet to a point on said curve; thence S71°50'16"E for a distance of 8.00 feet; thence N75°21'23"E for a distance of 22.60 feet; thence S47°19'58"E for a distance of 133.52 feet; thence S26°34'27"E for a distance of 16.34 feet; thence S02°54'00"E, radial to the following described curve, for a distance of 8.00 feet to a point on said curve; thence northeasterly, easterly and southeasterly, along the arc of said curve to the right, having a radius of 57.00 feet and a central angle of 45°30'25" for an arc distance of 45.27 feet to the point of tangency; thence S47°23'34"E for a distance of 108.81 feet to the point of curvature of a circular curve concave to the southwest; thence southeasterly, along the arc of said curve to the right, having a radius of 350.00 feet and a central angle of 04°01'27" for an arc distance of 24.58 feet to the point of tangency; thence S28°36'05"E for a distance of 26.37 feet; thence S03°12'19"E for a distance of 8.00 feet to a point on a circular curve concave to the southwest; said point bears N04°38'46"W from the center of said curve; thence northeasterly, easterly and southeasterly, along the arc of said curve to the right, having a radius of 22.00 feet and a central angle of 59°49'51" for an arc distance of 22.97 feet to a point of compound curvature with a circular curve concave to the southwest; thence southeasterly along the arc of said curve to the right, having a radius of 350.00 feet and a central angle of 21°00'16" for an arc distance of 128.31 feet to the POINT OF BEGINNING.

Containing 15.649 acres more or less.


Manuel G. Vera, Jr.
Professional Surveyor & Mapper
Florida Certificate No. 5291
Licensed Business: LB-2439
13960 SW 47th street
Miami, Florida 33175
Date 7-6-2016

THIS DOCUMENT CONSISTS OF SIX (6) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A BOUNDARY SURVEY

| | | | | | | | | | | | |
|---------------------------------------|--|------|--|--------------|-------------------|---|--------------|----------------|----------------------|-------|--|
| FLORIDA DEPARTMENT OF TRANSPORTATION | | | | | | | | | | | |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | | | | | | | | | | |
| STATE ROAD NO. 7 | | | | | MIAMI-DADE COUNTY | | | | | | |
| BY | | DATE | | PREPARED BY: | | | DATA SOURCE: | | | | |
| DRAWN | | JP | | 06-16 | | MANUEL G. VERA AND ASSOCIATES INC., LB#2439 | | | SEE SURVEYOR'S NOTES | | |
| | | | | | | 13960 SW 47TH STREET, MIAMI FLORIDA 33175 | | | | | |
| REVISION | | BY | | DATE | | CHECKED | | CEA | | 06-16 | |
| F.P. NO. 251684-6 | | | | | | SECTION 87140 | | SHEET 01 OF 06 | | | |

EXHIBIT "C"

SURVEYOR'S NOTES - PARCEL 6044:

Bearings and coordinates are relative to the State Plane Coordinate System, Florida East Zone (901), Transverse Mercator Projection, North American Datum 1983 (NAD83), 1990 adjustment.

A bearing of $586^{\circ}50'22''$ W being established along the South line of the NE 1/4 of Section 14, Township 52 South, Range 41 East.

Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Baselines provided by Florida Department of Transportation, (F.P. NO. 428358-1)

This Sketch to accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Manuel G. Vera & Associates, Inc. does carry Professional Liability Insurance for Surveying and Mapping Services.

All stations and offsets refer to the Baseline of Survey of State Road 7.

LEGEND:

| | | | |
|------------|----------------------------|----------|----------------------------------|
| Δ | - DELTA | R | - RADIUS |
| B | - BASE LINE | T | - TANGENT |
| (C) | - CALCULATED | No. | - NUMBER |
| COR. | - CORNER | LB. | - LICENSED BUSINESS |
| D | - DEGREE | LT. | - LEFT |
| F.P. NO. | - FINANCIAL PROJECT NUMBER | SQ. FT. | - SQUARE FEET |
| ORB | - OFFICIAL RECORD BOOK | SR | - STATE ROAD |
| SEC. | - SECTION | R/W | - RIGHT OF WAY |
| TWP. | - TOWNSHIP | | |
| RGE. | - RANGE | | |
| EXIST. | - EXISTING | \circ | - CENTER OF SECTION |
| A | - ARC LENGTH | ∇ | - 1/4 SECTION CORNER (NOT FOUND) |
| STA | - STATION | 1 | - SPRING LINE |
| PC | - POINT OF CURVATURE | 6044 | - PARCEL NUMBER |
| P.O.B. | - POINT OF BEGINNING | | |
| P.O.C. | - POINT OF COMMENCEMENT | | |
| POT | - POINT ON TANGENT | | |
| PI | - POINT OF INTERSECTION | | |
| PT | - POINT OF TANGENCY | | |
| P | - PROPERTY LINE | | |

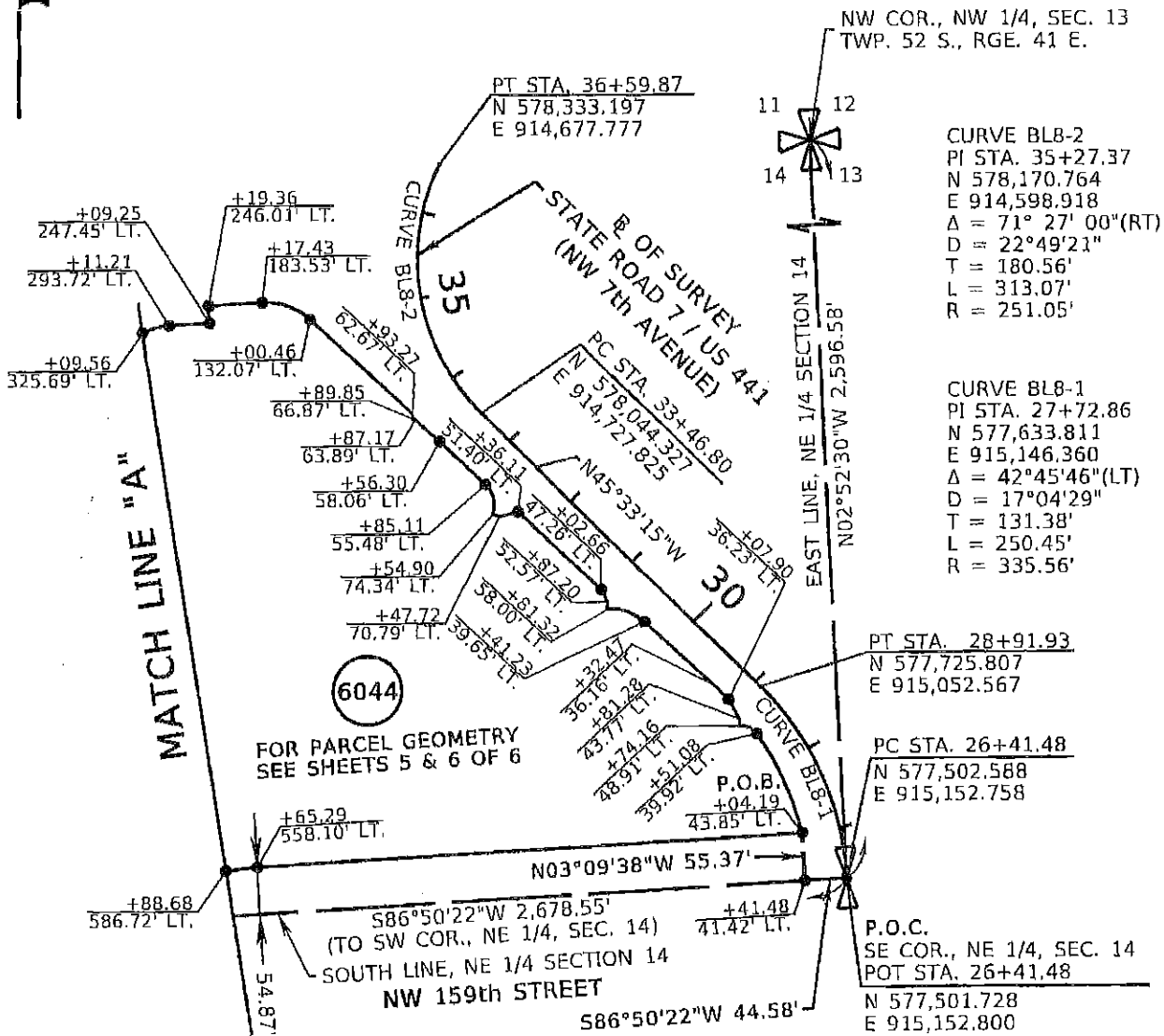
THIS DOCUMENT CONSISTS OF SIX (6) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A BOUNDARY SURVEY

| | | | | | | |
|----------|----|------|---------------------------------------|------|--|--------------------------------------|
| | | | FLORIDA DEPARTMENT OF TRANSPORTATION | | | |
| | | | SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | | |
| | | | STATE ROAD NO. 7 | | MIAMI-DADE COUNTY | |
| | | | RY | DATE | PREPARED BY: MANUEL G. VERA AND ASSOCIATES INC., LB#2439 13960 SW 47th STREET, MIAMI FLORIDA 33175 | DATA SOURCE: SEE SURVEYOR'S NOTES |
| | | | DRAWN | JP | 06-16 | |
| REVISION | BY | DATE | CHECKED | CEA | 06-16 | |
| | | | F.P. NO. 251684-6 | | SECTION 87140 | SHEET 02 OF 06 |

EXHIBIT "C" PARCEL 6044

NE 1/4 SECTION 14, TOWNSHIP 52 S., RANGE 41 E. MIAMI-DADE COUNTY, FLORIDA



| PARCEL NO. | OWNER'S NAME | PARCEL AREA | REMAINDER | COMMENTS |
|------------|--------------------------------------|----------------|-----------|----------|
| 6044 | FLORIDA DEPARTMENT OF TRANSPORTATION | ± 15.649 ACRES | N/A | |

THIS IS NOT A BOUNDARY SURVEY

0 100 200 400 600 800



Scale: 1" = 200'

THIS DOCUMENT CONSISTS OF SIX (6) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

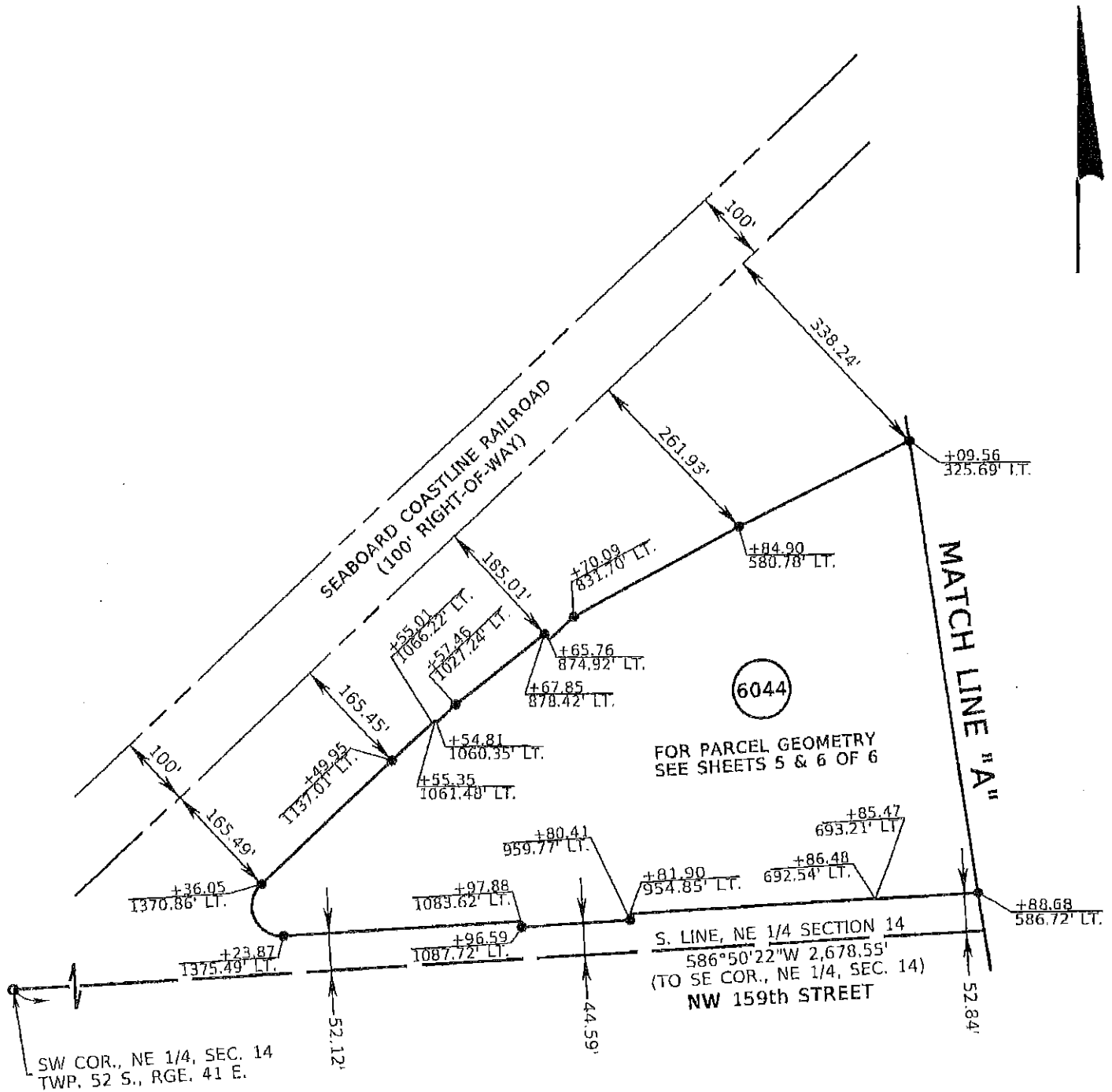
STATE ROAD NO. 7

MIAMI-DADE COUNTY

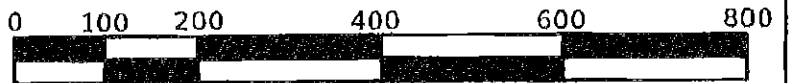
| | |
|--|--------------------------------------|
| PREPARED BY: MANUEL G. VERA AND ASSOCIATES INC., LB#2439 13960 SW 47th STREET, MIAMI FLORIDA 33175 | DATA SOURCE: SEE SURVEYOR'S NOTES |
| DRAWN JP 06-16 | CHECKED CEA 06-16 |
| F.P. NO. 251684-6 | SECTION 87140 |
| SHEET 03 OF 06 | |

EXHIBIT "C" PARCEL 6044

NE 1/4 SECTION 14, TOWNSHIP 52 S., RANGE 41 E. MIAMI-DADE COUNTY, FLORIDA



THIS IS NOT A BOUNDARY SURVEY

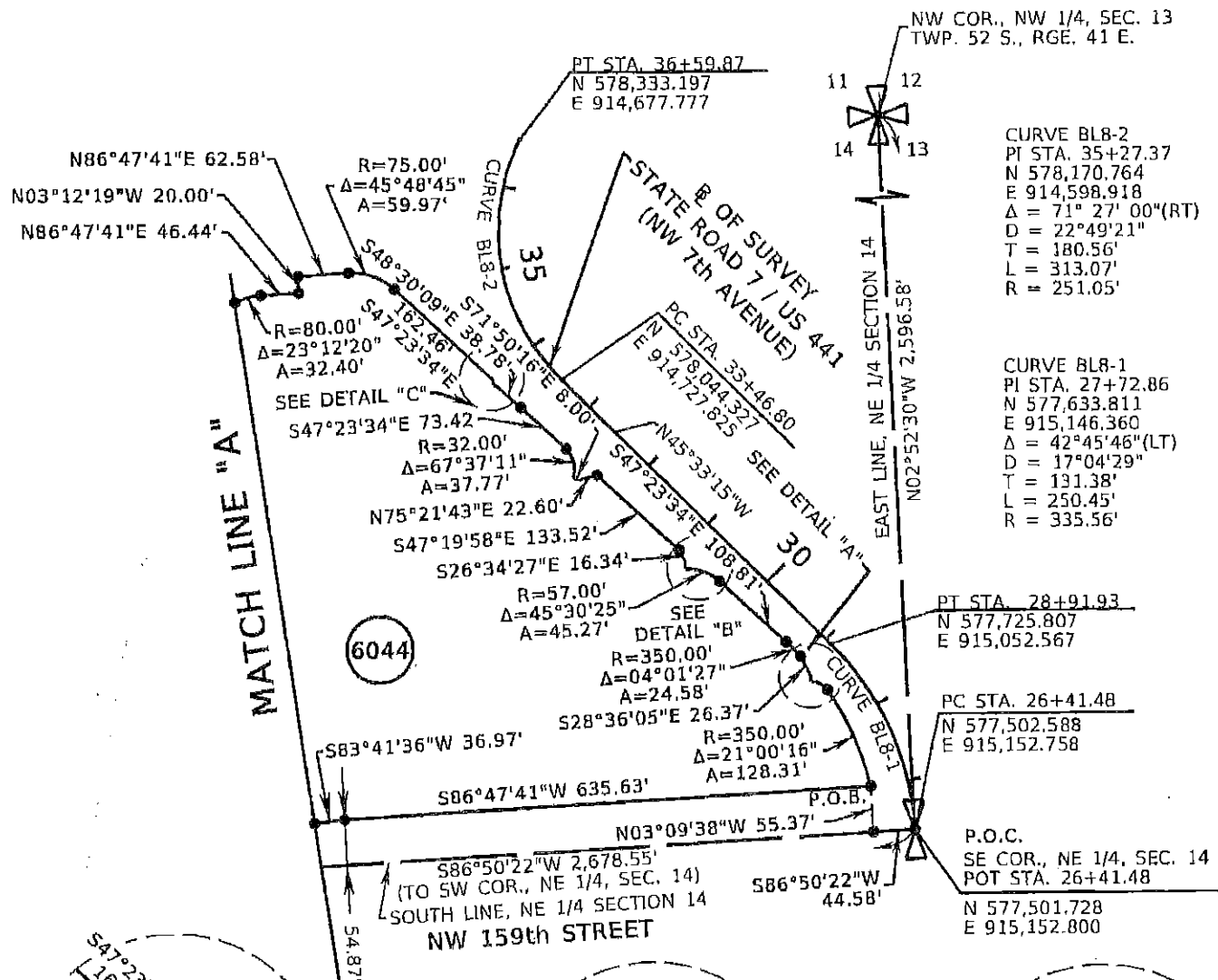


Scale: 1" = 200'

THIS DOCUMENT CONSISTS OF SIX (6) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

| | | | | | | | |
|----------|----|------|---------------------------------------|-----|-------|--|--------------------------------------|
| | | | FLORIDA DEPARTMENT OF TRANSPORTATION | | | | |
| | | | SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | | | |
| | | | STATE ROAD NO. 7 | | | MIAMI-DADE COUNTY | |
| | | | | BY | DATE | PREPARED BY: MANUEL G. VERA AND ASSOCIATES INC., LB#2430 13960 SW 47th STREET, MIAMI FLORIDA 33175 | DATA SOURCE: SEE SURVEYOR'S NOTES |
| | | | DRAWN | JP | 06-16 | | |
| REVISION | BY | DATE | CHECKED | CEA | 06-16 | F.P. NO. 251684-6 | SECTION 87140 |
| | | | | | | | SHEET 04 OF 06 |

NE 1/4 SECTION 14, TOWNSHIP 52 S., RANGE 41 E. MIAMI-DADE COUNTY, FLORIDA

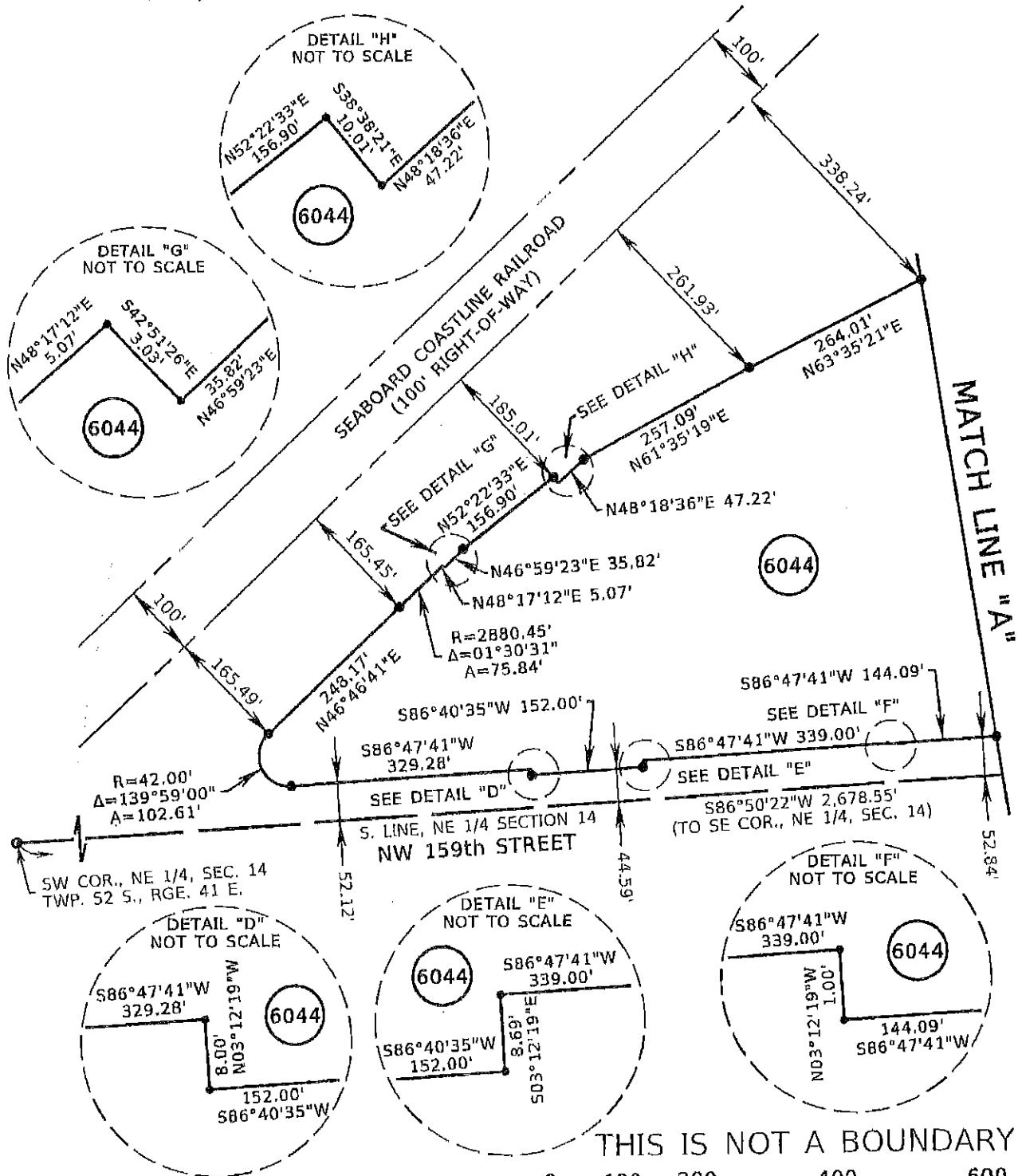


THIS DOCUMENT CONSISTS OF SIX (6) SHEETS AND
SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE
UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

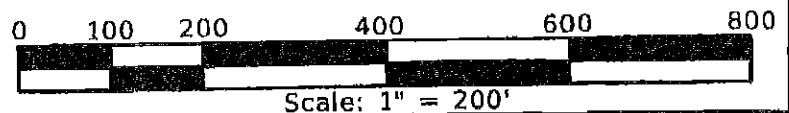
| | | | | | | |
|----------|----|------|---------------------------------------|------|--|--------------------------------------|
| | | | FLORIDA DEPARTMENT OF TRANSPORTATION | | | |
| | | | SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | | |
| | | | STATE ROAD NO. 7 | | | |
| | | | MIAMI-DADE COUNTY | | | |
| | | | BY | DATE | PREPARED BY: MANUEL G. VERA AND ASSOCIATES INC., LQ#2439 13960 SW 47th STREET, MIAMI FLORIDA 33175 | DATA SOURCE: SEE SURVEYOR'S NOTES |
| | | | DRAWN | JP | 06-16 | |
| REVISION | BY | DATE | CHECKED | CEA | 06-16 | F.P. NO. 251684-6 |
| | | | | | | SECTION 87140 |
| | | | | | | SHEET 05 OF 06 |

EXHIBIT "C" PARCEL 6044

NE 1/4 SECTION 14, TOWNSHIP 52 S., RANGE 41 E, MIAMI-DADE COUNTY, FLORIDA



THIS IS NOT A BOUNDARY SURVEY



THIS DOCUMENT CONSISTS OF SIX (6) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

| | | | FLORIDA DEPARTMENT OF TRANSPORTATION | | | |
|----------|----|------|---------------------------------------|-----|-------|--|
| | | | SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | | |
| | | | STATE ROAD NO. 7 | | | |
| | | | MIAMI-DADE COUNTY | | | |
| REVISION | BY | DATE | DRAWN | BY | DATE | PREPARED BY: MANUEL G. VERA AND ASSOCIATES INC., LB#2439 13960 SW 47th STREET, MIAMI FLORIDA 33175 |
| | | | | | | |
| | | | CHECKED | CEA | 06-16 | F.P. NO. 251684-6 |
| | | | | | | SECTION 87140 |
| | | | | | | SHEET 06 OF 06 |

05

Exhibit "D"

OPERATION & MAINTENANCE (O&M) LINE ITEMS

CLEANING EXPENSES

CONTRACT CLEANING SERVICE
WINDOWS CLEANING/REPAIR
TRASH REMOVAL

REPAIRS/MAINTENANCE

ELEVATOR CONTRACT
ELEVATOR MAINTENANCE
ELEVATOR TELECOM LINES
CCTV REPAIR & MAINTENANCE
CCTV SUPPLIES & MATERIALS
SYSTEMS REPAIR & MAINTENANCE
SYSTEMS SUPPLIES & MAINTENANCE
LOCKS
GENERATOR MAINTENANCE
HVAC CONTRACT/REPAIRS
HVAC SUPPLIES & MATERIALS
ELECTRICAL REPAIR & MAINT
ELECTRICAL BULBS & BALLAST
DOORS AND STOREFRONTS
PLUMBING REPAIRS
FIRE/LIFE SAFETY CONTRACT
GENERAL BLDG R&M
PEST CONTROL CONTRACTS
MAINT TOOLS & EQUIPMENT
PAINTING-INTERIOR
FARE COLLECTION
GLASS REPLACEMENT
ITEMS ISSUED FROM SRY
CANOPY
RENTAL EQUIPMENT
FLOOR MAINTENANCE
SIGNAGE

UTILITIES

ELECTRICITY
WATER/SEWER

ROADS/GROUNDS

LANDSCAPING-EXTERIOR

SECURITY